

AN ORDINANCE approving CONTRACT FOR RES. #473-91, TRIER RIDGE PARK ADDITION - DRAINAGE IMPROVEMENT between LAND, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety.

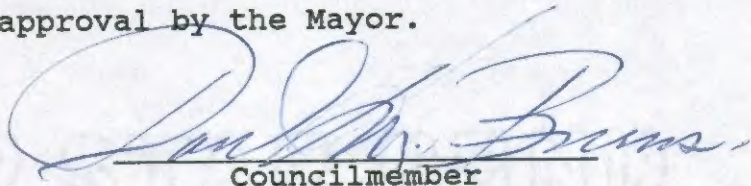
NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the CONTRACT FOR RES. #473-91, TRIER RIDGE PARK ADDITION - DRAINAGE IMPROVEMENT by and between LAND, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety, for:

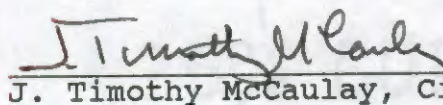
is along the following described ditch lines:
Beginning at the Northeast corner of Lot 12 of Trier Ridge Park Addition; thence Northerly a distance of 110+/-LF; thence Easterly a distance of 400+/-LF terminating at Trier Ditch.

the Contract price is Twenty-One Thousand Six Hundred Forty and no/100 Dollars (\$21,640.00), all as more particularly set forth in said Contract, which is on file in the Office of the Board of Public Works and Safety and, is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved. Two (2) copies of said Contract are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.


Councilmember

APPROVED AS TO FORM
AND LEGALITY


J. Timothy McCaulay, City Attorney

STORM SEWER CONSTRUCTION CONTRACT 473-1991

TRIER RIDGE PARK ADDITION

THIS CONTRACT made and entered into this 5 day of June 1991, by and between LAND, INC., hereinafter called CONTRACTOR, and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works, hereinafter called OWNER:

WITNESSETH, that the CONTRACTOR and the OWNER for the considerations hereinafter named, agree as follows:

ARTICLE I. SCOPE OF WORK

CONTRACTOR shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the following:

Beginning at the Northeast corner of Lot 12 of Trier Ridge Park Addition; thence Northerly a distance of 110± LF; thence Easterly a distance of 400± LF terminating at Trier Ditch.

ALSO, beginning at the Southeast corner of Lot 22 of Trier Ridge Park Addition; thence Easterly a distance of 450± LF terminating at Trier Ditch.

And all according to Fort Wayne Water Pollution Control Engineering Department's Drawing #SY-11239, Sheets 1 through 7 and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The OWNER shall pay the CONTRACTOR for the performance of the contract the unit price sum of TWENTY-ONE THOUSAND SIX HUNDRED FORTY AND NO/100 (\$21,640.00) DOLLARS. In the event the amount of work is increased or decreased by OWNER, the contract sum shall be increased or decreased according to the unit price schedule set forth in the CONTRACTOR'S proposal.

ARTICLE 3. PROGRESS PAYMENTS

The OWNER shall make payments on account of the contract as provided herein as follows:

Monthly progress payments will be made by the OWNER upon submission of a statement of quantities of work completed and/or materials supplied to the jobsite as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the CONTRACTOR and approved or revised by the Engineering Department of the OWNER less the aggregate of previous payments, will be paid by OWNER to the CONTRACTOR.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the CONTRACTOR that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the OWNER to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works which shall issue a final certificate stating that the work provided for in this contract has been completed and is accepted. Thereupon, the entire balance of the contract sum shall be due and payable to the CONTRACTOR; provided only that CONTRACTOR shall first furnish OWNER, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid, and all required manpower utilization reports for this project have been submitted.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

The CONTRACTOR will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with the Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for damages or injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of CONTRACTOR, or its agents, employees or workmen or any judgment of any court or award of any Board of Arbitrators or of the Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation for accidental injuries or death suffered by his employees or the employees of any subcontractor or subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said CONTRACTOR, shall be conclusive against CONTRACTOR as to amount, liability and all other things pertaining thereto; it being the

intent of the parties hereto that CONTRACTOR indemnify and hold harmless OWNER in the premises.

ARTICLE 6. NON-DISCRIMINATION OF LABOR

The CONTRACTOR further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana, as General Ordinance No. G-34-78 (as amended) on December 12, 1978. The successful bidder shall file a Manpower Utilization Report for this project with the Compliance Office within ten (10) days after completion of construction or upon request of the Office of Compliance.

ARTICLE 7. PREVAILING WAGE SCALE

The CONTRACTOR agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the Statutes of the State of Indiana, and the Ordinances of the City of Fort Wayne, according to the applicable wage scale as included in bid documents.

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- a. Advertisement for Bids for Contract 473-1991
- b. Instructions to Bidders for Contract 473-1991
- c. Contractor's Proposal dated 1 May 1991
- d. Fort Wayne Engineering Department Drawing SY-11239
- e. Supplemental Specifications for Contract 473-1991
- f. Workmen's Compensation Act, Statutes of the State of Indiana and Ordinances of the City of Fort Wayne
- g. Non-Discrimination of Labor, General Ordinance No. G-34-78 (as amended)
- h. Prevailing Wage Scale
- i. Performance and Guaranty Bond.
- j. Labor and Material Payment Bond
- k. Minority/Female Employment Hourly Utilization
- l. Right-of-Way Cut Permit
- m. Comprehensive Liability Insurance Coverage
- n. MBE/WBE Commitment Form

ARTICLE 9. GUARANTEE OF WORKMANSHIP

At the time of execution of this contract, the CONTRACTOR shall furnish a Performance and Guaranty Bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered

hereunder and shall guarantee the materials and workmanship for a period of one (1) year following written acceptance of the work by the OWNER.

ARTICLE 10. INDEMNITY

CONTRACTOR shall furnish to OWNER within ten (10) days of the date hereof, a certificate from an insurer acceptable to OWNER showing personal property damage insurance, in force and issued in connection with the work to be performed under this contract, in amounts satisfactory to OWNER and in accordance with the Statutes of the State of Indiana.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the CONTRACTOR and the OWNER under the provisions of this contract shall be subject to the decision of the Director of Board of Public Works of the OWNER and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications or other phases of the work covered by this contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 12. COMPLETION DATE

The CONTRACTOR agrees to complete the work specified in the contract within sixty (60) consecutive calendar days after having been ordered by the OWNER to commence work under this contract.

ARTICLE 13. COUNCILMANIC APPROVAL

This agreement, although executed on behalf of the OWNER by the Mayor and the Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the OWNER unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

ARTICLE 14.

This contract is governed by the Laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

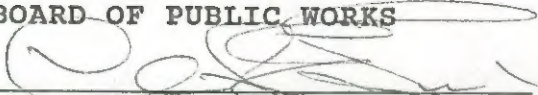
CONTRACTOR: LAND, INC.

OWNER: CITY OF FORT WAYNE

By Jack Braun
Jack Braun

By _____
Paul Helmke, Mayor

BOARD OF PUBLIC WORKS


Charles E. Layton, Director
of Public Works


E. Sharon Banks, Chief
of Staff

Douglas M. Lehman, Director
of Administration & Finance

ATTEST:

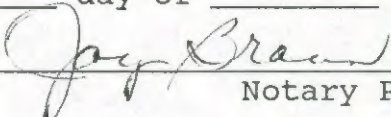

Patricia Crick, Clerk

ACKNOWLEDGEMENT

STATE OF INDIANA)
)SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared **Jack Braun, as representative of Land, Inc.,** and acknowledged the execution of the foregoing Contract as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this _____ day of _____ 1991.



Notary Public

Resident of _____ County

JOY BRAUN
NOTARY PUBLIC STATE OF INDIANA
NOBLE COUNTY
MY COMMISSION EXP. APR. 28, 1994

Printed Name of Notary

My Commission Expires:

Read the first time in full and on motion by Burns, seconded by Judd, and duly adopted, read the second time title and referred to the Committee on City of Fort Wayne (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____, 19____, at _____ o'clock _____ M., E.S.

DATED: 6-11-91

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns, seconded by Judd, and duly adopted, placed on its passage. PASSED YES by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	8			1
BRADBURY	✓			
BURNS	✓			
EDMONDS	✓			
GIAQUINTA				✓
HENRY	✓			
LONG	✓			
REDD	✓			
SCHMIDT	✓			
TALARICO	✓			

DATED: 6-25-91

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. 1-159-91 on the 25th day of June, 1991.

Sandra E. Kennedy ATTEST
SANDRA E. KENNEDY, CITY CLERK

Seal
Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 26th day of June, 1991 at the hour of 1:45 o'clock P. M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 2nd day of July, 1991, at the hour of 3:30 o'clock P. M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

Admn. Appr.

TITLE OF ORDINANCE: Contract for Res. #473-91, Trier Ridge Park
Addition - Drainage Improvement

DEPARTMENT REQUESTING ORDINANCE: Board of Public Works

SYNOPSIS OF ORDINANCE: The Contract for Res. #473-91, Trier Ridge Park
Addition Drainage Improvement is along the following described ditch
lines:

Beginning at the Northeast corner of Lot 12 of Trier Ridge Park Addition;
thence Northerly a distance of 110± LF; thence Easterly a distance of 400±
LF terminating at Trier Ditch.

Also: Beginning at the Southeast corner of Lot 22 of Trier Park Addition;
thence Easterly a distance of 450± LF terminating at Trier Ditch.

Land, Inc., is the contractor.

EFFECT OF PASSAGE: Improved drainage conditions as listed above.

EFFECT OF NON PASSAGE:

S-91-06-20

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$21,640.00

ASSIGNED TO COMMITTEE:

BILL NO. S-91-06-20

REPORT OF THE COMMITTEE ON CITY UTILITIES

PAUL M. BURNS, CHAIRMAN
CHARLES B. REDD, VICE CHAIRMAN
EDMONDS, LONG, SCHMIDT

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ approving CONTRACT FOR
RES. #473-91, TRIER RIDGE PARK ADDITION - DRAINAGE IMPROVEMENT
between LAND, INC. and the City of Fort Wayne, Indiana, in
connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) ~~(RESOLUTION)~~

DO PASS

DO NOT PASS

ABSTAIN

NO REC

Paul M. Burns
Charles B. Redd
Edmonds
CR Edmonds

DATED: 6-25-91

Sandra E. Kennedy
City Clerk